



WAIVER & RELEASE FORM

Participant hereby agrees to this Waiver and Release as a condition of his/her participation in USTA or USTAPD programs, activities, or events relating thereto including any travel in connection therewith ("Program"). Participant certifies that he/she has no health conditions or defects that would prevent my safe participation in the Program.

PARTICIPANT HEREBY RELEASES, DISCHARGES AND HOLDS HARMLESS USTA PLAYER DEVELOPMENT INCORPORATED ("USTAPD"), UNITED STATES TENNIS ASSOCIATION INCORPORATED, USTA NATIONAL TENNIS CENTER INCORPORATED, EVERT TENNIS ACADEMY LLC, ANSCHUTZ SOUTHERN CALIFORNIA SPORTS COMPLEX LLC, CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS, THE VENUES OF THE PROGRAM, AND EACH OF THEIR RESPECTIVE AFFILIATES, SECTIONAL ASSOCIATIONS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, MEMBER ORGANIZATIONS, SPONSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE PROGRAM, AND PARTICIPANT DOES HEREBY COVENANT AND AGREE THAT HE/SHE WILL NOT SUE OR OTHERWISE MAKE ANY CLAIM AGAINST RELEASEES FOR ANY REASON.

Participant hereby irrevocably consents, in perpetuity, throughout the world, to the use of his/her name, voice, image and/or likeness in any live or recorded transmission, recording, or photograph taken of Participant during the Program, published, produced, broadcasted or otherwise disseminated by Releasees in any and all media now existing or hereafter discovered or developed. Participant consents to all such uses without any further compensation or other consideration becoming due to Participant.

CONSENT TO MEDICAL TREATMENT & RELEASE: Participant consents that the Releasees may, but have no duty, to provide him/her, through personnel of their choice, assistance, transportation, and/or emergency medical services in the event Participant sustains any injury while participating in the Program. Participant further understands that he/she will be responsible for payment of any such medical care. Participant's participation in the Program is without assumption or responsibility of any kind by the Releasees for any Program in which he/she may be entered or may participate. In consideration of the acceptance of his/her participation, Participant hereby for and on behalf of his/herself, and his/her heirs and legal representatives release and forever discharge the Releasees from any and all claims and damages, losses or injuries which may be suffered or sustained by Participant in connection with the Program, and all claims are hereby waived and released, and Participant covenants not to sue therefore. Participant hereby agrees to abide by all applicable rules and regulations and codes of USTAPD and/or the same as may be adopted by USTAPD from time to time, and hereby consents to be tested for drugs pursuant to the provisions thereof.

This Waiver and Release is governed by and enforceable in accordance with the laws of the State of New York without giving effect to the principles of the conflicts of law for that State, and the parties submit to the exclusive jurisdiction of the New York Courts, County of Westchester. If any provision of this Waiver and Release should be adjudged illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

AGREED TO AND ACCEPTED:

I hereby represent that, if this form is not signed by my parent or guardian, I am eighteen (18) years of age or older. By participating in the Program, I acknowledge that my electronic signature is authentic and a valid form of acceptance.

Participant's Name (print): _____ Age (required only if Participant is under 18): _____

Participant's Signature: _____ Date: _____

THE FOLLOWING MUST BE COMPLETED IF PARTICIPANT IS UNDER 18 YEARS OLD

In consideration of Participant's participation, I, by my signature below, and in my capacity as Participant's parent or legal guardian, hereby (a) give permission for the Participant, who is my child or ward, to participate voluntarily in the Program, and (b) acknowledge and agree to all of the terms set forth in this Waiver and Release Form. I hereby acknowledge that my electronic signature is authentic and a valid form of acceptance.

Print Name of Parent or Guardian #1: _____ Print Name of Parent or Guardian #2: _____

Signature of Parent or Guardian #1: _____ Signature of Parent or Guardian #2: _____

Date: _____ Date: _____